

DATA EXCHANGE AGREEMENT

BETWEEN THE

(WDB Name)

AND

(Partner Agency Name)

FOR ACCESS TO

DEPARTMENT OF WORKFORCE DEVELOPMENT
DIVISION OF WORKFORCE SOLUTIONS
AUTOMATED SYSTEMS/DATA
INCLUDING CONFIDENTIAL INFORMATION
FOR PURPOSES RELATED TO THE
ADMINISTRATION OF FEDERAL AND STATE PROGRAMS

I. **PARTIES**

The parties to this agreement are the (WDB Name) and (Partner Agency Name).

II. **TERM**

This Agreement shall remain in effect for a period of two years from the signature date of the (WDB Name), after which the agreement coordinators will review the agreement. Both parties may agree to renew, amend or terminate it, unless sooner suspended under the terms and conditions set forth in Article XIII.

III. **DEFINITIONS**

A. (WDB Name) is the agency responsible for a number of programs that provide employment and training services to both special populations and the general public in Wisconsin. Programs serving special populations include veterans, migrant and seasonal agricultural workers, W-2 and Food Stamp recipients, claimants for UI benefits and other target groups. Funding sources include the following:
(Programs that are not applicable should be deleted. Applicable programs not listed should be added.)

1. Wagner-Peyser Act of 1933.
2. Workforce Investment Act.
3. The Welfare to Work (WtW) program.
4. The Workforce Attachment and Advancement (WAA) program.

B. (Partner Agency Name) is the agency contracted with by (WDB Name) for the following services:

(List Partner services here.)

C. The (WDB Name) security officers are the individuals designated by (WDB Name) director to work with the Wisconsin Department of Workforce Development, Division Workforce Solutions (DWD/DWS) automated systems security to oversee the procedures for designating (Partner Agency Name) staff access to DWD/DWS automated systems/data.

D. The (WDB Name) agreement coordinator is the person designated by the (WDB Name) director to:

1. Coordinate and administer amendments (attachments) to this agreement.
 2. Work with (WDB Name) security officer to oversee the procedures for designating (Partner Agency Name) staff to access DWD/DES systems/data.
- E. The (WDB Name) security officer and agreement coordinator are identified in Attachment A.
- F. The (Partner Agency Name) security officer is the individual designated by (Partner Agency Name) Administrator to work with (WDB Name) security officer to oversee the procedures for requesting and monitoring (Partner Agency Name) staff access to DWD/DWS systems/data.
- G. The (Partner Agency Name) agreement coordinator is the person designated by the (Partner Agency Name) director to:
1. Coordinate and administer amendments (attachments) to this agreement.
 2. Work with (WDB Name) security officer to oversee the procedures for requesting and monitoring (Partner Agency Name) staff to access DWD/DWS systems/data.
- H. The (Partner Agency Name) security officer and agreement coordinator are identified in Attachment A.
- I. DWD/DWS systems security unit is the entity in DWD/DWS responsible for:
1. Receiving access requests from the security officer listed in Attachment A and as permitted by this agreement, issuing user ids and providing access described in Attachment B.
 2. Monitoring the use of access and investigating anomalies in the use of access.
 3. Suspending access as necessary to correct abuses of access at the request of the (WDB Name) security officer.
 4. Consult with the DWD/DWS data steward for automated systems regarding access issues, including actions under Articles XIII and XIV of this agreement.

- J. The *(WDB Name)* security officer is the individual designated to perform day-to-day security functions, including:
1. Requesting access for *(Partner Agency Name)* staff whose job functions require access to all or some of the systems listed in Attachment A of this agreement.
 2. Monitoring compliance with this agreement by *(Partner Agency Name)* staff granted access to DES systems/data listed in Attachment A.
 3. Requesting that DWS systems security terminate or modify access for any individual whose job functions or use of access merits such a change.

IV. **PURPOSE**

The purpose of this agreement is to ensure maximum coordination of services to employers and job seekers throughout the State of Wisconsin, allow *(Partner Agency Name)* access to DWD/DWS automated systems, and to facilitate arrangements between the parties in the areas of Intake, Assessment, Case Management, and/or Employer Relations. *(Choose the appropriate services from the list above. Services that are not applicable should be deleted. Applicable services not listed should be added.)*

V. **DATA/INFORMATION TO BE PROVIDED AND PURPOSES**

- A. DWD/DWS automated systems/data will be used by *(Partner Agency Name)* for the following purposes:
- 1.
 - 2.
 - 3.
- B. Attachment A contains the DWD/DWS automated systems which *(Partner Agency Name)* is authorized to access.

VI. **OFFICIALS WITH AUTHORITY TO REQUEST ACCESS**

(Partner Agency Name) officials with authority to request access to DWD/DWS systems/data or request amendments under this agreement from *(WDB Name)* are identified in Attachment A.

VII. METHODS, TIMING AND FORMATS OF REQUESTS

All requests for information and/or changes to the security access identified in the Attachment B to this agreement must be routed through the (Partner Agency Name) security officer listed in Attachment A. Access to DWD/DES automated systems will be accomplished by completing a DES-10 Form and submitting the form to the designated (WDB Name) security officer listed in Attachment A once this agreement is consummated.

VIII. PROTECTION OF CONFIDENTIALITY: PROTECTION AGAINST UNAUTHORIZED ACCESS OR DISCLOSURE

(Partner Agency Name) agrees to comply with the following measures to protect the confidentiality of any information provided under this agreement and to protect such information against unauthorized access or disclosure:

- A. The information subject to this agreement shall be used only to the extent necessary to assist in the valid administrative needs of (Partner Agency Name) and shall be used only for the purposes as defined in section IV of this agreement.
- B. (Partner Agency Name) will not use the information for any purposes not specifically authorized under this agreement.
- C. Paper documentation (reports, screen prints, etc.) containing confidential client information shall be stored in a place physically secure from access by unauthorized persons in conformance with the DWD/DWS security policy and DWD internal security rules.
- D. Information stored in electronic format, such as magnetic tapes or discs, shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by any means.
- E. (Partner Agency Name) shall instruct all employees with access to the information covered under this agreement regarding the safeguarding of confidential client information required by State and Federal law. Training shall precede any request for access.
 - 1. Training may be accomplished by providing employees with confidentiality and security policy materials, such as those provided by DWD/DWS, and requiring that those materials be read.
 - 2. Training shall be documented by requiring each employee to sign an affidavit stating that they have received and read the materials, understand them, and agree to comply with them.

3. The affidavit shall be maintained by (Partner Agency Name) and will be made available upon request for monitoring purposes.
- F. (Partner Agency Name) shall inform employees with access under this agreement of any new confidentiality or security requirements that it receives from (WDB Name), or other official sources such as DWD/DES, the federal Social Security Administration, or the Division of Unemployment Insurance.
- G. At least annually, (Partner Agency Name) shall re-train employees with access to confidential DWD/DWS client information on the confidentiality and security requirements, and shall obtain a newly signed affidavit.
- H. (Partner Agency Name) agrees that its requirements regarding confidentiality of information set forth in applicable state and federal statutes, administrative rules, employee handbooks and policy manuals shall apply equally to information obtained under this agreement.

IX. CONFIDENTIALITY ACKNOWLEDGMENT

The (Partner Agency Name) director, on behalf of (Partner Agency Name) attests that all personnel with access to confidential DWD/DWS information covered under this agreement will be required to adhere to the policies and procedures of (WDB Name) and DWD/DWS regarding confidentiality.

X. DISCLOSURE OF INFORMATION

In accordance with this agreement and in compliance with federal and state law; (Partner Agency Name) will not disclose any information obtained through this agreement to any third party without prior written approval from (WDB Name) or DWD/DWS unless otherwise required and/or authorized by Federal or State law.

XI. COMPLIANCE: ON-SITE INSPECTIONS

(Partner Agency Name) agrees to permit authorized personnel of (WDB Name), DWD/DWS, their agents, and federal oversight entities to make on-site inspections to ensure that requirements of federal statutes and regulations applicable to this agreement are being met.

XII. SUSPENSION OF THIS AGREEMENT FOR DEFAULT

Notwithstanding the term of this agreement as specified in Article II, (WDB Name) shall suspend this agreement in accordance with state and federal

requirements, or within forty-five (45) days if no state/federal requirements apply, in the event of any of the following:

- A. (Partner Agency Name) uses any information provided under this agreement for a purpose not specified herein.
- B. (Partner Agency Name) fails to protect the confidentiality of information provided under this agreement and/or to protect such information against unauthorized access or disclosure as provided by Article VIII
- C. (Partner Agency Name) violates Article IX of this agreement.
- D. (Partner Agency Name) fails to abide by the disclosure provisions of Article X.
- E. (Partner Agency Name) fails to allow on-site inspections authorized by Article XI.
- F. The provisions of Article XII, Sections A through E above, apply as a last resort. Suspension of this agreement will typically not occur in isolated instances of (Partner Agency Name) staff committing a violation of this agreement. Systems audits will be the responsibility of DWD/DWS. DWD/DWS and (WDB Name) expects (Partner Agency Name) to cooperate in investigations of individual staff violations and expects (Partner Agency Name) to take appropriate actions against staff who commit violations of this agreement when such violations are documented. (WDB Name) reserves the right to suspend or revoke any (Partner Agency Name) staff login ID for any or all state computer systems violations without cause. Numerous individual staff violations to this agreement, without sufficient enforcement by (Partner Agency Name) management, will constitute good cause to suspend this agreement in full.
- G. (Partner Agency Name) acknowledges that persons authorized to receive access to DWD/DWS automated systems/data are subject to the terms of Sec. 49.83, which are as follows:
"Limit on giving information. Except as provided under Sec.49.32(9), (10), and (10m), no person may use or disclose information concerning applicants and recipients of relief funded by a relief block grant, aid to families with dependent children, Wisconsin Works under Sec. 49.141 to 49.161, social services, child and spousal support and establishment of paternity services under Sec. 49.22 or supplemental payments under Sec. 49.77 for any purpose not connected with the administration of the programs. Any person violating this section may be fined not less than \$25 nor more than \$500 or imprisoned in the county jail not less than 10 days nor more than one year of both."

XIII. CURE DEFAULT TO REINSTATE AGREEMENT

Any suspension of this agreement for any one or more of the reasons specified in Article XIII shall last until (WDB Name) is satisfied that (Partner Agency Name) is again in compliance with the terms of this agreement. If a new agreement is required, all drafting and associated work will be the joint responsibility of the (WDB Name) and (Partner Agency Name) agreement coordinators.

XIV. SUSPENSION OR TERMINATION OF THIS AGREEMENT

Upon forty-five (45) days written notice to (Partner Agency Name), (WDB Name) may suspend or terminate this Agreement without cause.

XV. SURVIVAL

The confidentiality and disclosure requirements in Articles IX, X, and XI of this agreement survive the termination, for whatever reason, of the agreement itself, subject to applicable state and federal laws.

XVI. AMENDMENT OF THIS AGREEMENT

All or part of this agreement may be amended at any time by written amendment signed by the agreement coordinators of (WDB Name) and (Partner Agency Name) listed in Attachment A. It is acknowledged that this agreement is subject to federal and state law, both of which are subject to change. If either applicable state or federal law changes, this agreement will be considered immediately modified in accordance with each such change, without notice or written amendment.

XVII. IMPACT OF STATE OR FEDERAL LAW CHANGE

Each party agrees to give the other party written notice within thirty (30) days after becoming aware of any state or federal law change which may impact upon the performance of either party under this agreement.

XIII. SIGNATURE BLOCK

Approval of this agreement is given by:

For (WDB Name):

-----, Director

Date

For (Partner Agency Name):

-----, Director

Date

ATTACHMENT A

AGREEMENT COORDINATORS

1. (WDB Name), hereby designates (your agreement coordinator name) to serve as the agreement coordinator as specified in Article III (E) of this agreement.
2. (Partner Agency Name) hereby designates (Partner agency agreement coordinator name) to serve as the agreement coordinator specified in Article III (E) of this agreement.

SECURITY OFFICERS

1. (WDB Name), hereby designates (Your Agency Security Officer Name) to serve as its security officer responsible for approving all requests (DES-10s) from (Partner Agency Name) for access to DWD/DWS systems/data. Said requests (DES-10s) will be forwarded to the DWD/DWS security officer for processing.
2. (Partner Agency Name), hereby designates (Partner Agency Security Officer Name) to serve as its security officer responsible for requesting access to DWD/DES systems. All requests for access must be via a DES-10 computer access request form. The completed form must be forwarded to the (WDB Name) security officer for processing.

OFFICIALS WITH AUTHORITY TO REQUEST INFORMATION

(Partner Agency Name) officials with authority to request information or changes pursuant to this agreement are as follows:

A.

B.

DWD/DWS SYSTEMS/DATA (Partner Agency Name) IS AUTHORIZED TO ACCESS UNDER THE TERMS OF THIS AGREEMENT

(DWD/DWS automated systems/data access required should be listed here)